in positions of trust was all too common, and the only way to stop it was by custodial sentences. Offenders in this class of case had ample funds from which to pay fines, and would regard being fined as one of the risks of the business." In my judgment, the retributive element is very strong in this case.

I now look at the deterrent aspect of sentencing policy. It has been said that when a person is minded to commit criminal breach of trust he is not likely to be deterred by the fact that he may get five years rather than three years or six years rather than four years. "That is right," said Lawton L.J. in *Davies*, at p.210, "but what has got to be maintained is this; be they cashiers, milk roundsmen, foremen or solicitors if they are in breach of trust they will be punished and punished very severely. ... Therefore it must be made clear that anyone breaking trust must expect a severe sentence." With those words, I agree.

In *Public Prosecutor* v. *Khairuddin*,[3] Mohamed Azmi J. (as he then was) said; at p.332:

"Public interest demands that cases of this nature involving persons in positions of trust, particularly in financial institutions, must be dealt with severely, in the hope that would-be offenders would be deterred. Until it is understood by such people that the normal punishment for helping themselves to their employers' money is to be sent to prison, there will continue to be officials in commercial and cooperative banks and similar institutions, prepared to pilfer the till."

Those remarks were made in a case of criminal breach of trust by a servant under section 408 of the Penal Code. The accused in that case was a bank officer and Azmi J., after taking into account the fact that he was a first offender and that he had pleaded guilty, enhanced his sentence of a day's imprisonment to 18 months in addition to the fine of $2,000.

The charge in the present case is far more serious. Whereas, the offence under section 408 carries a maximum term of seven years' imprisonment, the offence under section 409 carries a maximum punishment of 20 years' imprisonment plus liability to fine. Section 409 says:

"409. Whoever, being in any manner entrusted with property, or with any dominion over property, in his capacity of a public servant or in the way of his business as a banker, merchant, factor, broker, attorney, or agent, commits criminal breach of trust in respect of that property, shall be punished with imprisonment for a term which may extend to twenty years, and shall also be liable to fine."

This is because no criminal could be in greater breach of trust than a public servant, banker, merchant, factor, broker, attorney or agent, acting as such.

In my judgment, the two factors which operate in a case of this kind are retribution and deterrence. Public interest demands that crimes of this sort must be punished severely and discouraged.

I have looked carefully at this matter and I have taken into account all the points made by Mr. Karpal Singh. I have borne in mind the fact that he is a first offender, but then, the solicitor in *Davies* was also a first offender and the bank officer in *Khairuddin* was also a first offender. I have also not forgotton that in the present case, fortunately, Puan Sri Siti Amirah did not lose her money.

When dealing with a case like the present one, this court has (to borrow the words of Lawton L. J.) "to remember what happens in other kinds of cases and keep a sense of proportion." (*per* Lawton L.J. in *Davies* at page 210). It is in the interest of the public and it is in keeping with the intention of the legislature as to the seriousness of the offence under section 409 of the Penal Code that a sentence which is appropriate in this case should be one of some severity.

I, therefore, enhance the sentence of one day's imprisonment to three years. Accordingly the appeal of the Public Prosecutor is allowed. The fine is to remain as it is.

Appeal allowed.

Solicitors: *Karpal Singh & Co.*

SETHIA FINANCIAL SERVICES LTD. v. NICHOLAS CHU FAI HUNG & MAK SIAU KING (as Claimant)

[O.C.J. (Zakaria Yatim J.) November 15, 1985]

[Kuala Lumpur – Originating Summons No. C44 of 1983]

Contract – Specific lien – Judgment executed on horses – Lien on horses for unpaid trainer's fees – Whether there was "right of continued possession" – Principles applicable – Contracts Act 1950, s. 123.

The plaintiff in this case obtained a judgment against the defendant for a sum of M$716,359.75. He proceeded to execute the judgment on race horses belonging to the defendant. On July 20, 1983 the plaintiff obtained an

injunction from the High Court, restraining the defendant or his agent, the claimant or any other servant from removing, disposing or transferring or otherwise dealing with the horses. Subsequently the plaintiff attached the horses on March 10, 1984. In the meantime, the claimant, intending to exercise a lien on the horses for unpaid trainer's fees, obtained judgment on January 30, 1984 in respect of the trainer's fees. The plaintiff, nevertheless, proceeded to attach the horses. The horses were sold by mutual consent of the claimant and the plaintiff and it was agreed that the parties would leave it to the Court to decide who was entitled to the proceeds of the sale.

This was an appeal by the plaintiff against the decision of the Sr. Asst. Registrar ordering that the claimant was entitled to the proceeds of the sale of the said horses which amounted to $66,000.00.

The issue before the present Court was whether the claimant, as trainer of the said race horses, had a lien over them.

Held, dismissing the plaintiff's appeal: (1) the principle of the right of continued possession is a necessary ingredient of section 123 of the Contracts Act 1950. Another important ingredient of the section is that the bailee must exercise his labour or skill in respect of the goods bailed. The claimant must also have a right to retain the said horses until he receives due renumeration;

(2) on the facts, all three requirements of section 123 of the Contracts Act 1950 have been satisfied and the claimant, therefore, had a lien over the horses;

(3) the claimant was entitled to the proceeds of the sale of the horses after all execution expenses have been deducted;

(4) the plaintiff will pay the costs of this appeal to the claimant.

[**Editorial Note**: This judgment is probably the first to discuss fully the principle of specific lien under section 123 of the Contracts Act, 1950.]

Cases referred to:

(1) *Bevan* v. *Waters* (1828) M. & M. 234; 173 E.R. 1143.
(2) *Forth* v. *Simpson* (1849) 13 Q.B. 680; 116 E.R. 1423.
(3) *Eduljee* v. *Cafe John Brothers* I.L.R. 1944 nag. 37; A.I.R. 1943 nag. 249.
(4) *Albemarle Supply Co. Ltd.* v. *Hind & Co.* [1928] 1 K.B. 307.
(5) *Bowmaker Ltd.* v. *Wycombe Motors Ltd.* [1946] 1 K.B. 505, 508.
(6) *E.H. Parakh & Ors.* v. *G. Mackenzie & Co. Ltd.* A.I.R. 1934 Oudh 380.
(7) *Orchard* v. *Rackstraw* 9 C.B. 700; 137 E.R. 1066.
(8) *The James W. Elwell* [1921] P. 351.
(9) *Proctor* v. *Nicholson* (1835) 7 Car. & P. 67; 173 E.R. 30.
(10) *The Mons* [1932] P. 109.

APPLICATION FOR EXECUTION.

Rita R. Reddy (Miss) for the plaintiff.
David Tay Seow Hai for the defendant.

Cur. Adv. Vult.

Zakaria Yatim J.: This is an appeal by the plaintiff against the decision of the Senior Assistant Registrar, Miss Susila Param, given on September 7, 1984 ordering that Mak Siaw King, the claimant was entitled to the proceeds of the sale of fifteen race horses taken in execution under process issued out of this Court at the instance of the plaintiff. The amount of the proceeds is $66,600.00. The Senior Assistant Registrar also ordered the plaintiff to pay the costs of execution from April 5 to 9, 1984.

The following facts are not in dispute. The plaintiff obtained a judgment in the High Court in the Republic of Singapore for a total sum of M$716,359.75. The Singapore judgment was duly registered in the High Court, Malaya in Kuala Lumpur on May 10, 1983. Subsequent to the registration of the judgment the plaintiff proceeded to execute the judgment on race horses belonging to the defendant. The race horses were stabled at the Selangor Turf Club, and were under the care of the claimant. On July 20, 1983, the plaintiff obtained an injunction from the High Court, Kuala Lumpur restraining the defendant or his agent, the claimant or any other servants from removing, disposing or transferring or otherwise dealing with the horses. The injunction was served on the claimant on December 13, 1983. Subsequently, the plaintiff attached the horses on March 10, 1984. In the meantime solicitors for the claimant corresponded with solicitors for the plaintiff indicating that the claimant, as trainer, intended to exercise a lien on the horses for unpaid trainer's fees. The claimant had, in fact, obtained judgment on January 30, 1984 in respect of the trainer's fees. The plaintiff, nevertheless, proceeded to attach the horses. The horses were under attachment for about one month and subsequently they were sold by mutual consent of the claimant and the plaintiff and the proceeds of the sale in the sum of $66,600.00 were paid into Court. It was agreed that the parties would leave it to the Court to decide who was entitled to the proceeds of the sale.

The question for the Court to consider is whether the claimant, as trainer of the said race horses, has a lien over them.

The law is governed by section 123 of the Contracts Act, 1950. The section states:

"Bailee's particular lien. 123. Where the bailee has, in accordance with the purpose of the bailment, rendered any service involving the exercise of labour or skill in respect of the goods bailed, he has, in the absence of a contract

to the contrary, a right to retain the goods until he receives due remuneration for the services he has rendered in respect of them.

ILLUSTRATIONS

(a) A delivers a rough diamond to B, a jeweller, to be cut polished, which is accordingly done. B is entitled to retain the stone till he is paid for the services he has rendered.

(b) A gives cloth to B, a tailor, to make into a coat. B promises A to deliver the coat as soon as it is finished, and to give a three months' credit for the price. B is not entitled to retain the coat until he is paid."

This section is *in pari materia* with section 170 of the Indian Contracts Act, 1872. Section 170 of the Indian Act is based on the principle of the common law as laid down in *Bevan* v. *Waters*[1]. The principle was stated by Best C.J. in that case in the following words:

"...on the principle of the common law, that where the bailee expends labour and skill in the improvement of the subject delivered to him, he has a lien for his charge, I think the trainer has a lien for the expense and skill bestowed in bringing the horse into condition to run at races."

In that case, the question was whether the defendant was liable to the plaintiff for the training of a race-horse, which the defendant had bought from a third person whilst the horse was in the plaintiff's possession. It was held that the plaintiff had a lien over the horse.

Miss Reddy, counsel for the plaintiff submitted that a lien would never arise if the horses were not in continued possession of the claimant. She cited *Forth* v. *Simpson*[2] in support of her submission. In that case it was held that if by usage or contract the owner sent his horse to run at any race he chose, and selected his jockey, the trainer had no continuing right of possession, and consequently, no lien. In that case, the plaintiff kept training stables and the horses were sent to him by the owner to be trained and kept. From time to time the horses, by the order of the owner were sent to run at different races. On these occasions, they went under the care of a servant of the plaintiff, and were placed in stables belonging to the plaintiff, of which his servant kept the key. The travelling expenses were paid by the owner. The owner selected and paid the rider at the races. The owner had no control over the trainer as to the feeding and exercise of the horses during the time they were in the trainer's stables. But if the owner wished to see his horse gallop, the trainer would not refuse it. This was indeed the arrangement agreed upon between the owner and the trainer. Lord Denman C.J. in his judgment said "... that it is essential to a lien that the party claiming it should have had the right of continued possession ..." The other three judges in the panel, Patterson J., Coleridge J. and Erk J. also expressed the same opinion.

In my opinion, the principle of the right of continued possession is a necessary ingredient of section 170 of the Indian Act or section 123 of our Act. My reasons are as follows:

First, most of the Indian commentators on the Indian section state that the principle of continued possession is a necessary requirement of the section. *Pollock and Mulla* on Indian Contract and Specific Relief Acts, 9th edn., relying on the decision of *Forth* v. *Simpson, supra.*, state at page 679 that a "...lien never arises unless the bailee has a right to continuing possession of the goods ..." Similarly, *A.C. Dutt* on the Indian Contract Act, 4th edn. at page 831, states that "... it is essential to a lien that a party claiming it should have had the right of continuing possession..." See also *Singhal and Subrahmanyan's* Indian Contract Act, 2nd, edn. (Rev. 1981) Vol. 3 page 251; and *V.G. Ramachandran*, The Law of Contract in India (1971). Vol. 3, page 2128.

Secondly, in an Indian case, *Eduljee* v. *Cafe John Bros.*[3] the Court, in considering a case under section 170 of the Indian Act made reference to "continuity of possession." In that case, the question before the Court was whether the appellant was entitled to a lien under section 170 in respect of the repairs of a refrigerator. Digby J., in his judgment at page 38, said "that the continuity of possession essential for a lien..." must not be interrupted.

Thirdly, from the language of the section itself it is explicit that the bailee must be in continued possession of the goods in order to claim a lien in respect of the goods. According to the section a bailee who has rendered service involving labour and skill has "a right to retain the goods until he receives due remuneration". In other words, he must be in possession of the goods all the time until he is paid for his services. In *Eduljee* v. *Cafe John Bros., supra.* the lien was lost because the appellant surrendered possession of the refrigerator without payment. Although the refrigerator was subsequently sent back to him for further repairs, the Court held that the lien could not be revived.

Mr. Tay, counsel for the claimant submitted that the Court should not rely on the decision in

Forth v. *Simpson, supra.*, but should follow instead the decision of the English Court of Appeal in *Albemarle Supply Co. Ltd.* v. *Hind & Co.*[4] In that case, B hired three taxicabs from the plaintiffs under hire-purchase agreements which required him to keep the cabs and their equipment in good repair. B kept the two cabs at the garage of the defendants who cleaned them, supplied them with tyres, grease, oil and petrol and did all the necessary repairs and charged rent for them. At first B paid the defendants weekly bills in full. Later he fell into arrears, but the defendants allowed him to take the cabs out daily to ply for hire on condition that the cabs continued "in pawn" and were returned to the garage each night. B subsequently fell into arrears with his hire-purchase instalments. The plaintiffs terminated the agreements and demanded the three cabs from the defendants. The defendants claimed a lien for £113.18s. 3d. The Court held that the defendants were entitled to a lien in respect of repairs executed by them. The Court also held that the conditional agreement between B and the defendants that the cabs could be taken out daily to ply for hire did not prevent the repairer's lien from continuing.

The *Albemarle* case is a departure from the principle embodied in section 123 of our Contracts Act. See *Ramachandra*, The Law of Contracts in India, *supra*, page 2130. The rule in *Albemarle's* case is confined only to cases of hire-purchase and according to Lord Goddard C.J. in *Bowmaker Limited* v. *Wycombe Motors Ltd.*,[5] "With regard to hire purchase agreements the law has been extended..." It is clear, therefore, that *Albemarle's* case does not apply in the present case.

Apart from continued possession another important ingredient of the section is that the bailee must exercise his labour or skill in respect of the goods bailed. In *E.H. Parakh & Ors.* v. *G. Mackenzie & Co. Ltd.*,[6] Srivastava J. and Rachhpal Singh J. said at page 386 of their judgment:

"We may add that section 170, Contract Act, makes provisions for those cases only in which goods have been given to a bailee for a purpose in connexion with which the bailee has to use special skill. A lien is given to the bailee because he has used skill in improving the goods bailed. The case of a buyer who keeps the things sold because the price has not been paid can never come within the purview of section 170, Contract Act. The principle on which this rule is enacted in section 170 is thus described in *Paine's* Law of Bailments (Edition 1901), p. 233:

'Thus, the artificer to whom goods are delivered for the purpose of being worked up into form, or the farrier by whose skill the animal is cured of a disease, or the horse breaker by whose skill he is rendered manageable, have liens on the chattels in respect of their charges. And all such specific liens being consistent with the principles of natural equity, are favoured by the law, which is construed liberally in such cases.' "

The third ingredient of the section is that the claimant must have a right to retain the said horses until he receives due renumeration.

Having considered the requirements of the law under section 123 of our Contracts Act, I shall now examine whether the facts in the present case satisfy all the requirements. I shall first examine whether there is any evidence to show that the claimant was in continued possession of the said race horses.

In the affidavit of Ooi Aik Lim affirmed on September 4, 1984, the deponent stated that the claimant was a race horse trainer by profession and was in fact the trainer of race horses belonging to the judgment debtor, Nicholas Chin Fai Hung. The horses involved were Able Monarch, My Eminence, Pegasus II, Top Fit II, Conquerer II, Joker II, Villa D'este, Noble Ambition, Rising Tiger, Great Choice, Lynmouth Lad, Uncle Joe, Neck and Neck, Felipachi II and Bean Cadeau. In paragraph 14 of the same affidavit the deponent stated:

"Ever since the said fifteen Race Horses had been handed to Mak Siau King he had the complete and exclusive possession of them and had been maintaining and training them for racing. At no point of time had Mak Siau King ever agreed to relinquish possession of them. SFS had wrongfully attached these fifteen horses whilst Mak Siau King was away in Singapore."

Miss Reddy referred to some exhibits contained in another Court file, OS C44 of 1983. She referred to a letter dated July 23, 1984 written by the Perak Turf Club enclosing a sum of $14,045 owing to Nicholas Chu Fai Hung, the defendant. The name of the horse is Fantan. In a letter written by the Malayan Racing Association, Singapore, a sum of M$22,850 was handed to Mr. Nicholas Chu. This sum was earned by the horses which ran at the Perak meeting in 1983. The horses were Le Bear, Joker II, Neck and Neck and Filipachi. The horse, Villa D'este ran in Penang in February, 1983. According to Miss Reddy, Mr. Nicholas Chu's horses also ran in Singapore but I find no evidence to substantiate this. Miss Reddy subsequently admitted that the horses did not run in Singapore.

From the evidence, four of the fifteen horses ran at race meetings which were held within Malaysia. It is not disputed that the owner of the

horses was residing outside Malaysia, *i.e.*, in the Republic of Singapore. There is no evidence of any arrangement that the owner could take the horses for any race meeting as he liked. There is no evidence that the owner looked after the four horses which ran at the Perak and Penang meetings. There is also no evidence that it was he who selected the jockey and not the claimant. Indeed, there is no evidence that the owner took possession of the horses or took control of them at any time including at race meetings. The horses were kept in stables owned by the Selangor Turf Club but leased to the claimant. As stated earlier the said horses were all the time in the possession of the claimant. In the absence of any evidence to the contrary I find that the fifteen horses were at all material times in the continued possession of the claimant.

With regard to the second ingredient, it was not disputed that the claimant was a professional horse trainer and he was responsible for training the said horses. In his Notice of Claim dated April 4, 1984, the claimant claimed for training fees and maintenance costs of housing the said horses. According to Miss Reddy, the claimant was not entitled to claim maintenance fees including the housing of the said horses in the claimant's stable. In support of her argument, she cited *Orchard* v. *Rackstraw*.[7] In that case the Court held that a livery stable keeper had no lien either for the keep of a horse or for money paid by him, at the request of the owner for the attendance of a veterinary surgeon upon the horse. The veterinary surgeon, too, had no lien. I think *Orchard's* case does not apply in the present case. In that case the stable keeper only kept the horse but did not exercise any skill in respect of the horse. In the present case, the claimant exercised his professional skill as a trainer and the maintenance fees, including the fees for housing the horses form part of and incidental to the trainer's fees.

As for the third ingredient, it was not disputed that when the said horses were attached by the plaintiffs, they were in the control and possession of the claimant. The writ of execution was executed on March 10, 1984. Two days later, on March 12, 1984, the claimant's solicitors wrote to the plaintiff's solicitors stating that "... the attachment ... is wrongful because our client has not been paid the training expenses for the said horses and as such, has a lien over the said horses."

In my judgment, all the three requirements of section 123 have been satisfied and the claimant therefore, has a lien over the said horses.

The question that arises here is whether the claimant is entitled to the total proceeds of the sale of the said horses *i.e.* the sum of $66,600.00. In *The James W. Elwell*,[8] the Court held that as the ship, at the time of her seizure by the sheriff, was encumbered with the master's maritime lien for wages, the claim of the master has priority to the claim of the execution creditors. In that case, the master of the ship *James W. Elwell* filed an application for payment of the amount he claimed due to him out of the fund in Court realised by the sale of the ship. Hill J., in his judgment at pages 356, 357 and 358, *inter alia*, said:

> "The ship at the time the sheriff seized her was saddled with the master's maritime lien, and the judgment creditors could only take the ship subject to the lien...I have no doubt at all that the master's wages which accrued before the date of the execution, rank in priority to any claim of the execution creditor...I hold that the master in respect of his claim...is entitled to priority over the judgment creditors, and I therefore order payment out to him of the money so found, together with the costs of this motion."

See also *Proctor* v. *Nicholson*.[9]

In view of the above authorities, the claimant is entitled to the proceeds of the sale of the said horses. His claim must be given priority over the claim of the plaintiff. But how much of the money from the proceeds of the sale should be paid to him? According to his Notice of claim, the claimant stated that the defendant, Nicholas Chu Fai Heng owed him $215,000.00 plus interest and costs being trainer's fees. He had in fact obtained judgment in this Court against the defendant for the said sum. Since the proceeds of the sale of the said horses are less than what the defendant owed him as trainer's fees, the claimant is entitled to the full amount of the proceeds of sale, that is, $66,600.00.

The next question to consider is, who has to pay the cost of execution? In order to answer this question, the Court has to ascertain whether the execution was lawful or not.

The said horses were attached by the plaintiff on March 10, 1984 by virtue of a writ of seizure and sale dated February 29, 1984. On April 4, 1984, the claimant also issued a similar writ in respect of the said horses. On April 9, 1984, the horses were sold.

In my opinion the attachment of the said horses and their subsequent sale were lawful. The plaintiff was entitled to attach the said horses on

March 10, 1984. Under Order 46 and Order 47 of the Rules of the High Court, 1980, the plaintiff as judgment creditor may execute the judgment by attaching the property belonging to the defendant. Even if the subject matter on which the judgment creditor intends to execute judgment is under a lien, it does not preclude the judgment creditor from attaching the same in respect of his claim. See *The James W. Elwell, supra,* and *Proctor* v. *Nicholson, supra.*

Since the execution was lawful, payment for the execution expenses should have priority over any other claim, including the claimant's claim. In *The Mons,*[10] Langton J. stated the order of priority as follows:

"The order of priority will therefore be as follows: (i) the costs of the arrest up to the date of the order for sale; (ii) the crew's wages subsequent to salvage; (iii) the master's wages and disbursements subsequent to salvage; (iv) the salvage award and costs; (v) the crew's wages and disbursements of the two masters before salvage."

One learned commentator has also stated that "Marshal's charges, expenses, etc. are...paid in priority to all claims..." See *K.C. McGuffie*, British Shipping Laws, 1964, vol. 1. p. 742.

In the instant case all execution expenses from the date of attachment to the date of sale should first be deducted from the proceeds of the sale. The balance of the money will go the claimant.

For the reasons stated above, any decision is as follows:-

(1) I confirm the decision of the Senior Assistant Registrar that the claimant has a lien over the fifteen horses.
(2) The claimant is entitled to the proceeds of the sale of the said horses after all execution expenses from the date of attachment, March 10, 1984 to the date of sale, April 9, 1984, have been deducted.
(3) The plaintiff will pay the costs of this appeal to the claimant.

Order accordingly.

Solicitors: *Shearn Delamore & Co.; Murphy & Dunbar.*

BRUNEI REPORTS

POLYNESIA OFFSHORE SUPPLIES (B) BHD. v. AWANG DAMIT & ANOR.

[O.C.J. (Roberts C.J.) February 4, 5 & 6, 1985]
[Bandar Seri Begawan – Suit No. 213 of 1984]

Contract – Goods sold and delivered – Balance of account – Erroneous invoices – Replacement invoices – Whether defendants contracted with plaintiff or another company.

The plaintiff, a Brunei limited company, sued the defendant firm ("ADM") for the sum of $550,740.06, being balance due to the plaintiff for goods supplied to it at its request. The goods supplied were shipped on various dates between October 25, 1982 and October 24, 1983 and invoices and bills of lading were produced in evidence. The defendants were awarded three contracts with Brunei Shell for the supply of chemicals. The plaintiff was to supply the goods to the defendants, who would then remit to the plaintiff any payments which they received from Brunei Shell. The plaintiff's main witness was one Mr. Kwok, a director both of the plaintiff, Polynesia Offshore Supplies Brunei ("the Brunei Company") and Polynesia Offshore Supplies S.B. ("the Sarawak Company"). The plaintiff company through its new accountant Mr. Chung subsequently discovered that 19 invoices were erroneously issued in the name of the Sarawak Company instead of the Brunei Company. Also the prices were too low. Accordingly, Kwok telephoned the manager of ADM (the defendant firm) asking him to disregard the 19 erroneous bills and telling him that these would be replaced with a fresh set of invoices under the Brunei Company's letterhead. Kwok said that the manager agreed and soon thereafter Chung forwarded a new set of invoices in the name of Brunei Company to the defendants. No written confirmation of the telephone call was sent to ADM. The defence did not dispute the amount claimed. The defendants said they purchased the goods from the Sarawak Company, not from the Brunei Company. The issue is with whom was ADM in contract. In favour of the defendants are the 19 invoices in the name of the Sarawak Company. But, against the defendants, Mr. Shawaludin as managing director of ADM, wrote a letter to Brunei Shell authorizing it to make payments to the Brunei Company.

Held: (1) the plaintiff has established that all the transactions relating to the three Shell contracts took place, so far as ADM is concerned, with the Brunei Company (the plaintiff), and not with the Sarawak Company;

(2) the plaintiff is entitled to payment for $550,740.06 with costs and interest at 6% from judgment till payment.

CIVIL SUIT.

M. S. Sandhu and *Daljit Singh* for the plaintiff.
Susanna Lim and *Oliver Phipps* for the defendants.

Cur. Adv. Vult.

Roberts C.J.: The plaintiff is a limited company, incorporated under the Brunei Companies